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- 4. Performance Standards** The Bidder undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Bidder shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 5. Confidentiality** The Bidder shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 6. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Bidder for the Client under the Contract shall belong to and remain the property of the Client. The Bidder may retain a copy of such documents and software<sup>1</sup>.
- 7. Insurance** The Bidder will be responsible for taking out any appropriate insurance coverage.
- 8. Assignment** The Bidder shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 9. Law Governing Contract and Language** The Contract shall be governed by the laws of *[Eswatini Government]*, and the language of the Contract shall be *[English language]*
- 11. Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
- 12. Termination** The Client may terminate this Contract with at least twenty (20) working days prior written notice to the Bidder after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
- (a) If the Bidder does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
  - (b) If the Bidder becomes insolvent or Bankrupt;
  - (c) If the Bidder, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing RENAC's sanctions procedures) in competing for or in performing the Contract.

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<sup>1</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

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(d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

FOR THE BIDDER

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



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## FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

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*[Note to service providers: This Financial Proposal Submission Form should be on the letterhead of the vendor and should be signed by a person with the proper authority to sign documents that are binding on the entity. It should be included by the bidder in its financial proposal.]*

*[>>>Location>>>]*

*[>>>Date>>>]*

Procurement Reference No: *[>>>insert Tender Reference number>>>]*

*To: The Chief Executive Officer, Royal Eswatini National Airways Corporation: Gate 6, Matsapha International Airport, P.O Box 939, Manzini, Eswatini*

Dear Sirs:

We, the undersigned, declare that:

- (a) We offer to provide the construction & project management services for *[>>insert a brief description of the Services>>]* in conformity with your Request for Tender and our technical and financial proposals;
- (b) The schedule of prices of our tender is attached.
- (c) Our tender shall be valid for a period of *[>>specify the number of calendar days>>]* days from the date fixed for the tender submission deadline in accordance with the Request for Tender, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;
- (d) We understand that you are not bound to accept any tender that you receive;

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Name: *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the tender for and on behalf of: *[insert complete name of Tenderer]*



## SECTION H

### SUBMISSION CHECKLIST

REQUIREMENT	AVAILABLE / NOT AVAILABLE (Please tick - √ or cross – x as appropriate)
A. Company profile	
B. An original Tax Compliance Certificate	
C. A certified copy of Trading License.	
D. A certified copy of Construction Industry Council certificate	
E. Labour Compliance Certificate	
F. A copy of the Tenderers Company audited annual financial statements for the past three years or since inception (signed)	
G. Names and Contact Details of at least three (3) reference customers	
H. Key Personnel CVs;	
I. Directors Police Clearance or a Certified Affidavit with declaration of non-violation of public procurement procedures	
J. One hard copy and soft copy (soft copy to be duplicate/scan of all hard copy submissions)	
K. Completed Price Listing	
L. Proof of purchase of tender document	

***NB: Please submit checklist attached on the first page of tender documents.***

***The documents must follow the sequence on the checklist***

